

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. THOMAS AND ST. JOHN**

CROWN BAY MARINA, L.P.,

Plaintiff,

v.

REEF TRANSPORTATION, LLC, and  
MORNING STAR – VICL a 25' Water Taxi  
and her tackle, gear, apparel and appurtenances  
*in rem*, and EVENING STAR – VICL, a 25'  
Water Taxi and her tackle, gear, apparel and  
Appurtenances, *in rem*,

Defendants.

Case No. 3:18-cv-00073-CVG-RM

**ANSWER**

Defendant Reef Transportation, LLC (“Reef”), through its attorneys, Dudley, Topper and Feuerzeig, LLP, answers the correspondingly numbered paragraphs of the verified complaint filed by Crown Bay Marina, L.P. (“CBM”) as follows:

1-2. Admitted.

3-4. Reef lacks knowledge or information sufficient to form a belief about the truth of the allegations of these paragraphs.

5-7. Admitted.

8. Reef lacks knowledge or information sufficient to form a belief about the truth of the allegations of this paragraph because the person who signed the license agreements attached as Exhibit A to the verified complaint was not authorized to sign any agreement that was materially different from previous agreements signed by one of Reef’s members or its Director of Operations.

**DUDLEY, TOPPER  
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Crown Bay Marina, L.P. v. Reef Transportation, LLC, et al.

Case No. 3:18-cv-00073-CVG-RM

Page 2

9. Denied as characterized, since the terms of the license agreement speak for themselves.

10. Admitted.

11-15. Denied.

### AFFIRMATIVE DEFENSES

1. The verified complaint fails to state a claim against Reef upon which relief can be granted.

2. CBM's claims are barred by its assumption of the risk of damage to its marina by inviting insured vessel owners to use its marina as a safe harbor so that it could not only charge extortionate rates for those desperately seeking refuge from Hurricane Irma, but have a potential source of third-party insurance funds to repair or rebuild its uninsured or underinsured marina. Reef further affirmatively represents that unlike previous weather events when it would temporarily use CBM's marina as a safe harbor and execute dockage agreements for such use, Hurricane Irma was the first time CBM allowed any vessels to remain in its marina during a named storm.

3. To the extent that the license agreements attached as Exhibit A to the verified complaint materially differed from the license or dockage agreements previously executed by one of Reef's members or its Director of Operations, they were executed without notice to or authorization by Reef and are therefore invalid.

4. CBM's claims are barred or diminished by its comparative or contributory negligence.

5. CBM's claims are barred by the doctrine of estoppel.

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Case No. 3:18-cv-00073-CVG-RM

Page 3

6. CBM's claims are barred by the doctrine of laches or the applicable limitation period.

7. CBM's claims are barred by the doctrine of unclean hands.

8. CBM's claims are barred by the doctrine of waiver.

9. CBM's license agreements are invalid because they are contracts of adhesion that are unconscionable and contrary to public policy.

10. CMB's recovery, if any, should be barred or diminished by its failure to mitigate damages.

11. CBM's claims are barred by its fraud or inequitable conduct.

12. CBM lacks standing to bring this action.

13. CBM's claims are barred or diminished by the collateral source doctrine, setoff and recoupment.

14. CBM's alleged damages were caused in whole or in part by intervening, superseding and/or natural causes or acts of God over which Reef had no control.

15. The claims asserted in the verified complaint are frivolous and violate the provisions of Fed. R. Civ. P. 11(b).

16. Reef is entitled to exoneration from or limitation of liability pursuant to the Limitation of Liability Act, 46 U.S.C. Chapter 305.

Accordingly, Reef Transportation, LLC respectfully requests this Court to enter judgment in its favor dismissing the verified complaint with prejudice, awarding it costs including reasonable attorneys' fees, and providing such further relief as is just and proper under the circumstances.

Crown Bay Marina, L.P. v. Reef Transportation, LLC, et al.

Case No. 3:18-cv-00073-CVG-RM

Page 4

Respectfully Submitted,

**DUDLEY, TOPPER and FEUERZEIG, LLP**

**DATED:** October 26, 2018

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**CERTIFICATE OF SERVICE**

It is hereby certified that on this 26<sup>th</sup> day October, 2018, I electronically filed the foregoing **Answer** with the Clerk of the Court using the CM/ECF system, which will send a notification of such filing (NEF) to the following:

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s/Gregory H. Hodges

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